

## HOCKADAY & LEGGET.

[To accompany Bill H. R. No. 513.]

MARCH 30, 1860.

Mr. ALLEY, from the Committee on the Post Office and Post Roads,  
made the following

## REPORT.

*The Committee on Post Offices and Post Roads, to whom was referred the memorial of Hockaday & Legget, respectfully submit the following report:*

That said Hockaday entered into a contract, on the 8th day of April, 1858, with the Postmaster General, to carry the United States mail weekly from St. Joseph, in the State of Missouri, to Great Salt Lake City, in the Territory of Utah, for the sum of \$190,000 per annum; that soon after William Legget became a full partner with said Hockaday in said contract. It appears in evidence that service was commenced on said route on the 1st day of May, 1858; that it was faithfully and satisfactorily performed according to the contract. On the 7th day of April, 1859, the contractor was notified, by direction of the Postmaster General, that it had been decided to reduce the service from a weekly to a semi-monthly mail, and the compensation would be reduced to \$125,000 dollars per annum. Against this action on the part of the Postmaster General the contractor remonstrated, stating in reply that such action was not contemplated nor provided for in the original contract. The contractor stated that a change of service from weekly to semi-monthly mails would not diminish, but would increase the expense of carrying them. This view of the case seems to be supported by the most ample testimony. The memorialists set forth that the failure of the annual post office appropriation bill impaired their credit, and diminished their resources to such an extent as to subject them to great loss, but preventing in their case, however, no obstacle to the prosecution of the contract that was insurmountable; but when added to this a curtailment of the service and a reduction of the pay to the amount of \$65,000 per annum, without any diminution of the expense, it involved them in irretrievable ruin. Thus at a single blow the accumulations, in Mr. Legget's case, of a long life of virtuous toil, were swept away, his family beggared, and his partner, Mr. Hockaday, discouraged and disheartened, retired to Salt Lake City, where he now remains in a

state of mental and physical debility, which disqualifies him from bestowing any attention whatever to his business. The contract was transferred by Hockaday & Co. to the present contractors, who have performed the service, your committee are informed, according to the original contract, in a manner entirely satisfactory to the department, preferring to carry the mail weekly rather than semi-monthly at the same price, alleging, as in the case of Hockaday & Co., that it is less expensive for them to carry the mail weekly than semi-monthly.

The memorialists ask Congress to indemnify them to the amount of \$65,000, as that is the sum which will be saved to the treasury by the action of the Post Office Department up to July next; but also declaring that this sum will not cover their loss by a very large amount.

Your committee, therefore, believing that these memorialists contracted with the government in good faith, performed all the stipulations and agreements in said contract faithfully and satisfactorily, are unable to see any good reason why the government should not perform its part of the contract, feeling that the same laws of equity and justice should be observed by nations as by individuals. They therefore recommend that said Hockaday & Legget be allowed damages in the sum of fifty-nine thousand five hundred and seventy-six dollars, which is the amount deducted from the original contract, and saved to the treasury up to the 1st day of June next.

Your committee recommend the passage of the accompanying bill.